

NATURE OF ACTION

7. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 7 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

VENUE

8. Axion Defendants admit the allegations of Paragraph 8.

FACTUAL ALLEGATIONS PERTINENT TO ALL COUNTS

9. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 9 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

10. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 10 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

11. Paragraph 11 of the Complaint purports to describe written or electronic documents. The Axion Defendants state that the written or electronic documents described in Paragraph 11 of the Complaint speak for themselves, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 11 of the Complaint to the extent that they differ from or are inconsistent with those written or electronic documents.

12. Paragraph 12 of the Complaint purports to describe written or electronic documents. The Axion Defendants state that the written or electronic documents described in Paragraph 12 of the Complaint speak for themselves, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 12 of the Complaint to the extent that they differ from or are inconsistent with those written or electronic documents.

13. Paragraph 13 of the Complaint purports to describe written or electronic documents. The Axion Defendants state that the written or electronic documents described in Paragraph 13 of the

Complaint speak for themselves, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 13 of the Complaint to the extent that they differ from or are inconsistent with those written or electronic documents.

14. Paragraph 14 of the Complaint purports to describe written or electronic documents. The Axion Defendants state that the written or electronic documents described in Paragraph 14 of the Complaint speak for themselves, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 14 of the Complaint to the extent that they differ from or are inconsistent with those written or electronic documents.

15. Paragraph 15 of the Complaint purports to describe written or electronic documents. The Axion Defendants state that the written or electronic documents described in Paragraph 15 of the Complaint speak for themselves, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 15 of the Complaint to the extent that they differ from or are inconsistent with those written or electronic documents.

16. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 16 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

17. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 17 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

18. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 18 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

19. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 19 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

20. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 20 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

21. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 21 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

22. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 22 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

23. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 23 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

24. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 24 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

25. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 25 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

26. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 26 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

27. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 27 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

28. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 28 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

29. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 30 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

30. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 30 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

31. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 31 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

32. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 32 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

33. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 33 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

34. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 34 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

35. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 35 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

36. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 36 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

37. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 37 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

38. Axion Defendants admit that Defendant Matthew Heffernan received a July 30, 2018 letter from Defendant Axion Business Technologies, Inc. regarding his employment, the terms of which speak for themselves.

39. Paragraph 39 of the Complaint purports to describe a written document. Axion Defendants state that the written document described in Paragraph 39 of the Complaint speaks for itself, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 39 of the Complaint to the extent that they differ from or are inconsistent with that written document.

40. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 40 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

41. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 41 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

42. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 42 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

43. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 43 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

44. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 44 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

45. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 45 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

46. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 46 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

47. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 47 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

48. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 48 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

49. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 49 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

50. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 50 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

51. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 51 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

52. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 52 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

53. Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 53 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

54. Paragraph 54 is incomplete, and Axion Defendants lack sufficient information or knowledge to either admit or deny the allegations in Paragraph 54 and therefore, deny same and leave Plaintiffs to their proof on all allegations.

55. Axion Defendants lack sufficient information or knowledge to either admit or deny that portion of Paragraph 55 and therefore, deny same and leave Plaintiffs to their proof on such allegations.

56. Paragraph 56 of the Complaint purports to describe a written document. The Axion Defendants state that the written document described in Paragraph 56 of the Complaint speaks for itself, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 56 of the Complaint to the extent that they differ from or are inconsistent with that written document.

57. Paragraph 57 of the Complaint purports to describe a written document. The Axion Defendants state that the written document described in Paragraph 57 of the Complaint speaks for itself, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 57 of the Complaint to the extent that they differ from or are inconsistent with that written document.

58. Paragraph 58 of the Complaint purports to describe an electronic document. The Axion Defendants state that the electronic document described in Paragraph 58 of the Complaint speaks for itself, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 58 of the Complaint to the extent that they differ from or are inconsistent with that electronic document.

59. Paragraph 59 of the Complaint purports to describe an electronic document. The Axion Defendants state that the electronic document described in Paragraph 59 of the Complaint speaks for itself, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 59 of the Complaint to the extent that they differ from or are inconsistent with that electronic document.

60. Paragraph 60 of the Complaint purports to describe a written document. The Axion Defendants state that the written document described in Paragraph 60 of the Complaint speaks for itself,

and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 60 of the Complaint to the extent that they differ from or are inconsistent with that written document.

61. Paragraph 61 of the Complaint purports to describe a written document. The Axion Defendants state that the written document described in Paragraph 61 of the Complaint speaks for itself, and, accordingly, the Axion Defendants deny the allegations set forth in Paragraph 61 of the Complaint to the extent that they differ from or are inconsistent with that written document.

62. Axion Defendants deny the allegations of Paragraph 62.

FIRST CAUSE OF ACTION
MISAPPROPRIATION OF TRADE SECRETS IN VIOLATION OF
THE FEDERAL DEFEND TRADE SECRETS ACT, 18 U.S.C. § 1836, ET SEQ.,
(AS AGAINST ALL DEFENDANTS)

63. Axion Defendants' responses to Paragraphs 1-62 are hereby incorporated by reference in this First Cause of Action.

64. Axion Defendants deny the allegations of Paragraph 64.

65. Axion Defendants deny the allegations of Paragraph 65.

66. Axion Defendants deny the allegations of Paragraph 66.

SECOND CAUSE OF ACTION
MISAPPROPRIATION OF TRADE SECRETS IN VIOLATION OF
THE CONNECTICUT UNIFORM TRADE SECRETS ACT,
CONN. GEN. STAT. § 35-50, ET SEQ (AS AGAINST ALL DEFENDANTS)

67. Axion Defendants' responses to Paragraphs 1-66 are hereby incorporated by reference in this Second Cause of Action.

68. Axion Defendants deny the allegations of Paragraph 68.

69. Axion Defendants deny the allegations of Paragraph 69.

70. Axion Defendants deny the allegations of Paragraph 70.

THIRD CAUSE OF ACTION
BREACH OF CONTRACT (AS AGAINST HEFFERNAN)

71. - 74. The allegations of the Third Cause of Action are not directed to or against the Axion Defendants, but to the extent that any such allegations are deemed to be addressed to or directed at the Axion Defendants, the allegations are hereby denied.

FOURTH CAUSE OF ACTION
BREACH OF FIDUCIARY DUTY (AS AGAINST HEFFERNAN)

75. - 79. The allegations of the Fourth Cause of Action are not directed to or against the Axion Defendants, but to the extent that any such allegations are deemed to be addressed to or directed at the Axion Defendants, the allegations are hereby denied.

FIFTH CAUSE OF ACTION
AIDING AND ABETTING BREACH OF DUTY OF LOYALTY
(AS AGAINST ACS, AXION, AND VISUAL EDGE)

80. Axion Defendants' responses to Paragraphs 1-79 are hereby incorporated by reference in this Fourth Cause of Action.

81. Axion Defendants deny the allegations of Paragraph 81.

82. Axion Defendants deny the allegations of Paragraph 82.

83. Axion Defendants deny the allegations of Paragraph 83.

SIXTH CAUSE OF ACTION
TORTIOUS INTERFERENCE WITH CONTRACT
(AS AGAINST ACS, AXION, AND VISUAL EDGE)

84. Axion Defendants' responses to Paragraphs 1-83 are hereby incorporated by reference in this Fourth Cause of Action.

85. Axion Defendants deny the allegations of Paragraph 85.

86. Axion Defendants deny the allegations of Paragraph 86.

87. Axion Defendants deny the allegations of Paragraph 87.

88. Axion Defendants deny the allegations of Paragraph 88.

AFFIRMATIVE DEFENSES

Axion Defendants allege and assert the following defenses in response to the allegations, undertaking the burden of proof only as to those defenses deemed affirmative defenses by law, regardless of how such defenses are denominated herein.

FIRST AFFIRMATIVE DEFENSE

With respect to the First Cause of Action, the Plaintiff fails to state a claim upon which relief can be granted because the federal act did not become law until 2016 which was after execution of the subject contracts.

SECOND AFFIRMATIVE DEFENSE

With respect to the First Cause of Action, the Plaintiff fails to state a claim upon which relief can be granted because the Plaintiff failed to allege it provided the necessary notices required under the federal law.

THIRD AFFIRMATIVE DEFENSE

With respect to the First Cause of Action, the Plaintiff's claim for recovery of attorneys' fee or punitive damages is barred because the Plaintiff failed to allege it provided the necessary notices required under the federal law.

PRAYER FOR RELIEF

WHEREFORE, the Axion Defendants respectfully requests that this Court:

1. Dismiss Plaintiffs' Complaint and each claim against the Axion Defendants alleged herein;
2. Deny Plaintiffs the relief they seek;
3. Grant Axion Defendants' reasonable costs and attorneys' fees incurred in defending against Plaintiffs' Complaint;
4. Grant such other and further relief as the Court may deem just and proper.

DEFENDANTS,
AXION BUSINESS TECHNOLOGIES, INC.,
AMERICAN COPY SERVICE CENTER, and
VISUAL EDGE, INC.,

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CERTIFICATION

I hereby certify that on this date, the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's CM/ECF system.

/s/ Bryan J. Orticelli
Bryan J. Orticelli (ct28643)